

## GENERAL TERMS AND CONDITIONS OF PURCHASE

### 1 General Provisions

The following General Terms and Conditions of Purchase (hereinafter referred to as **"GTCP"**) apply to all orders for goods and services of any type, which are placed by Weidmann Electrical Technology AG (hereinafter referred to as **"PURCHASER"**) with the recipient of the order (hereinafter referred to as **"SUPPLIER"**). After the SUPPLIER has acknowledged the GTCP, including by accepting and confirming the PURCHASER's purchase order or by submitting an offer to PURCHASER, these GTCP will become part of all future contracts between the SUPPLIER and PURCHASER, even if they are not expressly mentioned in any later contracts and communications. Other terms and conditions apply only if they have been expressly agreed to in writing by the PURCHASER, including in mutually agreed contract terms between the PURCHASER and SUPPLIER. Individual contracts agreed in writing between PURCHASER and SUPPLIER take precedence over these GTCP. The acceptance of deliveries or services, or payment by the PURCHASER does not mean consent to the terms and conditions of the SUPPLIER.

Insofar as special contracts, namely quality assurance agreements (QAA), have been agreed between the PURCHASER and SUPPLIER in writing or in electronic text form, the provisions of those contracts have precedence. They are supplemented through these GTCP to the extent that this is required for their interpretation.

The PURCHASER does not owe any remuneration for quotations or offers submitted by the SUPPLIER unless otherwise agreed in writing. If quotations or offers deviate from the PURCHASER's inquiry, express reference must be made to this in the quotation/offer. Orders and changes to orders placed verbally or by using means of long-distance communication (e.g. phone) must be confirmed in writing or in electronic text form by the PURCHASER.

These GTCP shall replace all earlier general terms and conditions of purchase of the PURCHASER.

### 2 Code of Conduct

In accordance with PURCHASER's **"Code of Conduct"** (current version at [https://www.weidmann-group.com/wp-content/uploads/Code-of-Conduct\\_BP-English.pdf](https://www.weidmann-group.com/wp-content/uploads/Code-of-Conduct_BP-English.pdf)), the PURCHASER expects its SUPPLIERS to comply with PURCHASER's values as stated therein. Furthermore, the PURCHASER expects its SUPPLIERS to act in accordance with the following principles, which have been defined and adopted in view of its responsibilities towards stakeholders, community and the environment:

- comply with all applicable laws, including but not limited to prohibition of child labor and forced labor
- prohibit corruption and prevent money-laundering
- respect the human rights of employees
- take responsibility for the health and safety of employees
- act in accordance with applicable statutory and international standards regarding environmental protection
- ensure that these values are implemented and observed in SUPPLIER's own supply chain, as well as within the systems of SUPPLIER's subcontractors.

The SUPPLIER is obliged to deliver to the PURCHASER all necessary information and documents for any audits the PURCHASER may find necessary to conduct, including, but not limited to, certificates, proof of wood compliance, child labor due diligence, other environmental or sustainability requirements or scope 3 emission requests, as well as to allow PURCHASER on-site audits, excluding any information that might reasonably be considered proprietary or otherwise confidential.

### 3 Formation of a Contract

Delivery contracts (framework agreements or orders and order confirmations) and delivery call-offs (based on a framework agreement), as well as their amendments and supplements require written form (letter or e-mail). Delivery call-offs can also take place through remote data transmission (e.g. phone). The order is to be confirmed in writing immediately (letter or e-mail) by the SUPPLIER. If the SUPPLIER does not reject the order within 3 (three) working days of receipt, then the order is considered to be confirmed. For framework agreements, the quantities and types of products and/or services to be delivered are to be notified by the PURCHASER through separate call-offs. These call-offs are binding unless they are rejected by the SUPPLIER within 3 (three) calendar days of receipt (other provisions in the framework agreement remain reserved).

Obviously erroneous orders or parts thereof can be corrected by the PURCHASER at any time by means of a written statement (letter or e-mail) at no additional costs. The items for delivery will be ordered in accordance with the quotation or offer by the SUPPLIER or in accordance with the specifications by the PURCHASER (which in case of contradiction prevail) with regard to at least scope, classification and quality features. The SUPPLIER must examine whether the descriptions in the order are correct and whether the material satisfies the specific function it is familiar with. If the SUPPLIER has concerns about the suitability of the material ordered for the use intended, the PURCHASER must be informed immediately in writing (letter or e-mail).

PURCHASER, at any time, shall have the right to make changes to the drawings, designs, specifications, materials and packaging for goods and services, as well as time and place of delivery and method of transportation. If any changes cause an increase or decrease in the cost or time required for the performance hereunder, an equitable adjustment may be made in writing accordingly. Any claim by Supplier for an adjustment shall be deemed waived unless notice of a claim is made in writing within thirty days following Supplier's receipt of such changes. Supplier may not make any changes to the drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation without the prior written approval of the PURCHASER.

The SUPPLIER must not pass on any order to a third party for performance, either in whole or in part, without the prior written consent by the PURCHASER.

### 4 Prices

The agreed prices are always binding and fixed prices, insofar as nothing to the contrary has been agreed in writing. The value added tax has to be shown separately, insofar as it is incurred.

If there are no special written agreements, the agreed prices include the SUPPLIER's obligations in accordance with DDP premises Rapperswil-Jona, Switzerland (INCOTERMS 2020).

Any price reduction made by SUPPLIER with respect to the goods and/or services ordered hereunder, subsequent to placement of the order and prior to PURCHASER's receipt of the goods and/or services, shall apply to such order.

The PURCHASER expressly reserves the right to deduct from the payments made to the SUPPLIER, any and all sums which it may owe the PURCHASER for whatever reason.

### 5 Delivery Date

SUPPLIER is aware that time is of essence for PURCHASER and delays of deliveries can cause substantial damage and costs. Agreed dates and deadlines for deliveries by SUPPLIER are binding and must be complied with exactly. The decisive factor for compliance with the deadline for deliveries of goods is the time when the SUPPLIER provides the delivery in accordance with INCOTERMS 2020. If it is evident that an agreed delivery date cannot be adhered to, then the SUPPLIER is obliged to inform the PURCHASER of this immediately in writing or by e-mail, and to indicate the expected duration of the delay in delivery. This does not change the binding nature of the deadline and the fact that the SUPPLIER is in default as from the initially agreed delivery date. The PURCHASER is also not obliged to accept partial deliveries or deliveries before the agreed date. Any acceptance of early deliveries does not change the due date of the payment to be made. Any acceptance of late deliveries does not constitute an approval of the delay and any and all consequences for delayed delivery apply nonetheless.

If the SUPPLIER delivers with a delay, it owes the PURCHASER a penalty for non-performance amounting to 1 (one) % of the total order value per started week of the delay, however not more than 10 (ten) % of the total order value. Article 190 Swiss Code of Obligations (CO) is ruled out. In the event of a delay, the PURCHASER is entitled to statutory claims and rights without restriction, including to demand compensation for the damage caused by the delay. The acceptance of late delivery or service does not constitute a waiver of claims for damages.

If the PURCHASER is prevented from accepting deliveries or services as a result of force majeure (including, but not limited to, war, strike, epidemic/pandemic, governmental orders, natural disaster, closed borders, and other events out of PURCHASER's control), the date of acceptance will be postponed by the duration of the force majeure event. If acceptance is not possible for more than 45 (forty five) days due to force majeure, the PURCHASER is entitled to withdraw from the contract. In this case the SUPPLIER is not entitled to claims for compensation.

### 6 Delivery and Performance

The place of performance for deliveries or services is the location determined by the PURCHASER in its order or a later communication (in writing or by e-mail). If there is no express indication, it is the premises of the PURCHASER in Rapperswil-Jona SG, Switzerland.

Delivery is to be undertaken DDP premises in Rapperswil-Jona SG, Switzerland (Delivery Duty Paid according to INCOTERMS 2020), insofar as no other agreements were made. Any delivery shall be packed in accordance with the PURCHASER's purchase specifications or purchase order, and in the absence of any other indications, according to the norms and standards in force. No extra charges shall be made for packaging or packaging materials unless authority for such costs is expressly included in PURCHASER's purchase order. Any damage to the delivered goods, due to inappropriate packaging, shall be borne by the SUPPLIER.

A delivery note (packing slip) is to be included with every delivery. Apart from the usual information, this delivery note must indicate the exact description, the quantity delivered, the item number and, if applicable, the reference and order number of the PURCHASER.

Each delivery of the SUPPLIER must be accompanied by all related quality certificates. Upon PURCHASER's request, the SUPPLIER will provide the appropriate certificate stating the country of manufacture of the delivery.

If deliveries take place by train or freight forwarder, the above-mentioned data is also to be shown on all consignment notes, other paperwork accompanying the goods and/or customs documents.

For deliveries of hazardous goods, the SUPPLIER must ensure that all the applicable regulations of all relevant jurisdictions are satisfied until the goods arrive at their destination.

All the products to be delivered are to be labelled with the relevant item number so that it is easily visible. Different legal concepts do not entitle the SUPPLIER to interrupt performance.

All documents accompanying the delivery must be issued in official EU languages plus in English, and comply with any and all applicable legal norms and local standards.

### 7 Acceptance of Delivery or Service, Notice of Defect

Payment for the goods and services delivered shall not constitute acceptance thereof.

The PURCHASER is not obliged to undertake a quality control on receipt of the goods. PURCHASER will examine incoming deliveries only for obvious transport damage and immediately notify the carrier. The PURCHASER will also check the identity and quantity of the goods in due time and any deviations therein are to be notified to the SUPPLIER within 10 (ten) working days upon discovery. Any defects the PURCHASER discovers at a later quality check (generally random checks) as well as any non-discovered defects (incl. hidden defects), it will notify within 10 (ten) working days after detection to SUPPLIER. Other or supplementary regulations in the QAA remain reserved. Section 201 of Swiss Code of Obligations (CO) is expressly excluded and waived.

In order to fulfill the contract, the SUPPLIER must ensure that the delivered goods and/or services correspond to the agreed technical specifications. The SUPPLIER is obliged to make records of tests it has ordered or carried out for this purpose and to digitally archive all test, measurement and control results for at least 10 (ten) years of delivery of the respective products to PURCHASER. If necessary, in particular in the event of damage, the PURCHASER shall be given access to these documents by the SUPPLIER after prior request and PURCHASER is entitled to make copies.

The SUPPLIER must observe any specifications for shipping the goods. Regulations on the transport of dangerous goods must be abided by at SUPPLIER's cost and liability. Materials that fall under any relevant regulation on the registration, evaluation, authorization and restriction of chemical substances must comply with such provisions and the SUPPLIER must provide the current data sheet in a relevant EU language plus in English, in paper form and electronically, at the latest upon delivery.

Electrical material, devices and machines provided by the SUPPLIER must comply with the applicable standards, such as DIN, VDE, CE and relevant legal regulations, in addition to any agreed characteristics. The SUPPLIER undertakes to comply with the requirements of any and all legislation, national or otherwise, on the restriction of the use of certain hazardous

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substances in electrical and electronic equipment, including, but not limited to, the EU Restriction of Hazardous Substances Directive (RoHS).

## 8 Warranty

Claims by the PURCHASER for deviation of agreed specifications, defects in material or workmanship, and defects of title, as well as the other contractual liability of the SUPPLIER are based on the provisions of this article 8 and the supplementary statutory provisions, unless they result from a written contractual agreement between the SUPPLIER and the PURCHASER that specifies something else.

The SUPPLIER guarantees, warrants and represents that the delivery has the agreed characteristics (among other things, in terms of type, quantity, quality, functionality, compatibility, fitness for purpose etc.), is suitable for the use intended by the PURCHASER and comes with the agreed accessories, instructions etc. SUPPLIER further guarantees, warrants and represents compliance of all delivered products and services with the current state-of-the-art, current state of technology, applicable legal provisions and recognized norms/standards, including the regulations and guidelines of authorities, professional associations and specialist associations. For all this guarantees/warranties/representations, as well as for the use of best quality material, appropriate high quality workmanship, appropriate design and problem-free installation, the SUPPLIER will assume a warranty of 24 (twenty four) months as of commissioning at the destination site of the PURCHASER, and at the longest 36 (thirty six) months after delivery. Said warranty duration shall not apply to specific products (such as glue) with a shorter shelf-life, and for such specific products, the warranty period shall correspond to the maximum shelf-life formally indicated in the written specification of the product. The SUPPLIER bears the risk of accidental loss or accidental deterioration of the goods until their contractual delivery. In the event of the existence of defects, the PURCHASER has the right, at its sole discretion, to request rectification, alteration or a price reduction, in appropriate cases also a replacement delivery free of charge, with perfect materials, or cancellation of the order. Any non-conforming delivery may be returned to the SUPPLIER at SUPPLIER's own risks and expense. In urgent cases, the PURCHASER is entitled to arrange for a third party to replace and improve defective parts and rectify defects that have been discovered at the expense of the SUPPLIER. In addition, the PURCHASER has the statutory entitlement to compensation of any and all damages incurred in connection with the defect.

If the PURCHASER has installed a defective delivery in another item or attached it to it before the defect became apparent, the SUPPLIER is obliged to reimburse the PURCHASER for the necessary expenses for removing the defective item (including, but not limited to, costs for dismantling) and installing or attaching the repaired or delivered defect-free item to replace – either at the PURCHASER's site or at the site of the PURCHASER's customer.

Insofar as third-party claims are asserted against the PURCHASER due to a product defect in the item delivered by the SUPPLIER, the SUPPLIER must indemnify the PURCHASER for all resulting claims and costs and support the PURCHASER in defending against such claims. The SUPPLIER must keep all documents relating to the delivery for a period of at least 10 (ten) years after the end of the contract and, if there is a conclusive written representation of a legitimate interest of the PURCHASER, leave them to the PURCHASER to pursue its rights. In the event of a product liability case, for which the SUPPLIER is responsible, the PURCHASER is entitled to demand reimbursement of the damage incurred by the PURCHASER, including reasonable legal costs. The damage also includes the costs of a potential precautionary recall action, insofar as it was legally required or ordered by the authorities.

At the end of the contractual warranty period, the SUPPLIER shall remain liable for all consequences, either direct or indirect, arising from hidden defects which may affect the delivery. All clauses that tend to reduce the legal warranty are deemed void.

SUPPLIER shall defend, indemnify and hold harmless PURCHASER against all damages, claims or liabilities and expenses (including attorneys' fees) arising out of or resulting in any way from any defect in the goods or services purchased, or from any act or omission of SUPPLIER, its agents, employees or subcontractors. This indemnification shall be in addition to the warranty obligations of SUPPLIER.

## 9 Invoicing

Invoices are to be submitted to the PURCHASER separately from deliveries or services, electronically (per e-mail or by other electronic means as a PDF) and/or in accordance with the provisions mentioned in the order by PURCHASER for every delivery or service.

Every invoice must also show the exact description, the quantity delivered, the item number and if applicable the reference and order number of the PURCHASER, in addition to the regular information.

The duration of the payment period (also for a cash discount deduction) is interrupted if the processing of the invoices encounters difficulties because of the lack of data specified herein.

## 10 Payment

Payment is made after invoicing, but not before receipt of the complete, defect-free delivery and service or acceptance, if such has been agreed or provided for by law.

Insofar as nothing to the contrary has been agreed, the PURCHASER is permitted to pay the agreed price within a period of 90 (ninety) days from receipt of the invoice. If the PURCHASER pays within 30 (thirty) days, then a discount of 3 (three) % shall be applied to the invoice total. Payment will be made using the method of payment selected by the PURCHASER. Payment, even a partial one, does not mean recognition of the delivery or the service as being in accordance with the contract or without any defects. In the event of defects or incomplete performance, the PURCHASER is entitled to assert objections against its payment obligation and/or set-off the reduction in value of the delivery or service from the invoiced amount.

Assignment or offsetting of claims on the part of the SUPPLIER is expressly excluded. Assignment and offsetting with the written consent of the PURCHASER remain reserved. The PURCHASER is entitled to offset the SUPPLIER'S claims against its own claims against the SUPPLIER, provided that there is an offsetting situation.

If the PURCHASER and SUPPLIER have agreed an advance payment by the PURCHASER, the SUPPLIER will provide a bank guarantee from a Swiss bank for the corresponding amount when first requested to do so. This is to be scheduled up to 60 days after the delivery.

## 11 Industrial Property Rights and Confidentiality

The SUPPLIER guarantees to the PURCHASER that the items delivered by SUPPLIER do not infringe any Swiss or foreign industrial property rights (patents, designs, trademarks, copyright etc.) and guarantees the full freedom and permission of their use and trade in

Switzerland and abroad. In the event of a claim being asserted against the PURCHASER by a third party due to an actual or alleged infringement of Swiss or foreign industrial property rights, the SUPPLIER undertakes to release and hold harmless the PURCHASER with regard to the items delivered from any and all claims, as well as costs and direct and indirect damages in connection with the claim.

If copyrights, patents or other industrial property rights of third parties are infringed upon by the products or services of the SUPPLIER, the SUPPLIER is obliged to provide the rights of use (e.g., in the form of a license) or to modify the products or services or to deliver modified products or services at SUPPLIER's own expense to ensure that the infringement no longer exists.

Order documentation, drawings, models, samples, etc., which the PURCHASER makes available to the SUPPLIER to complete the order, remain the property of the PURCHASER and must neither be passed on to a third party, nor used by the SUPPLIER for its own purposes without the prior written consent of the PURCHASER. They are to be protected from unauthorized inspection or use as trade secrets of the PURCHASER.

The SUPPLIER undertakes to maintain confidentiality regarding the technical data, know-how, as well as other commercial and technical information, which it becomes aware of through the business relationship with the PURCHASER. Such knowledge must be used only in connection with the implementation of orders for the PURCHASER and be made accessible only to those employees whose involvement is required to implement the order (strict need-to-know-principle). These employees are to be obliged to maintain confidentiality at least at the level stipulated herein, as well as to be limited on a need-to-know basis.

## 12 Privacy Policy and Data Processing

When entering into a business relationship, the SUPPLIER provides the PURCHASER with the following personal data:

- Title, name, surname of the SUPPLIER's representatives/data subjects having contact with the PURCHASER
- Email addresses of the representatives/data subjects
- SUPPLIER's company address
- Company telephone number of the representatives/data subjects
- Additional info needed for maintaining a business relationship.

PURCHASER collects the personal data:

- to identify the SUPPLIER and persons authorized to speak on its behalf
- to fulfill SUPPLIER's orders, if any
- to correspond with the SUPPLIER
- for invoicing
- for possible warranty handling, as well as for the enforcement of potential claims against the SUPPLIER

The data controller within the meaning of the GDPR, the Swiss Data Protection Act (FADP) and other data protection laws applicable is the SUPPLIER. Data processing is conducted based on the SUPPLIER'S want to fulfill orders and satisfy the contractual obligations. Therefore, data processing is lawful, reasonable and justifiable according to Article 6 Para. 1 lit. b GDPR and Article 31 Para. 2 Lit. b FADP. For technical reasons, it can be required that data is saved on servers of other companies associated with the PURCHASER or the PURCHASER's contractors (who are appointed as per specification of Article 28 GDPR).

The personal data of the SUPPLIER's representative is being saved as long as the business relationship is in place and at least ten years beyond.

According to GDPR, the SUPPLIER i.e. data subjects employed by SUPPLIER can rely on the following rights:

- right of access to the data by the data subject, see Article 15 GDPR
- right to rectification of the data, see Article 16 GDPR
- right to erasure of the data, see Article 17 GDPR
- right to restriction of processing of the data, see Article 18 GDPR
- right to data portability, see Article 20 GDPR
- right to lodge a complaint with a supervisory authority, see Article 77 GDPR

The SUPPLIER's representative/data subject shall have the right to object (according to Article 21 GDPR) at any time to processing of its personal data, based on grounds relating to his or her particular situation and/or on basis of a legitimate interest, according to Article 6 Para. 1 Lit. f GDPR. This right to object can be exercised by sending an e-mail to [dpo@weidmann-group.com](mailto:dpo@weidmann-group.com).

In return, the SUPPLIER is obliged to comply with the EU GDPR, the Swiss FADP, as well as other locally applicable laws, regulations and provisions on data privacy and otherwise. In case of violation of those laws and regulations, the SUPPLIER agrees to indemnify and hold the PURCHASER harmless from any damage occurred.

In addition to the above, the provisions of the PURCHASER's data protection policy (available at <https://www.weidmann-group.com/wp-content/uploads/Weidmann-Privacy-Notice-for-Business-Partners.pdf>) shall apply.

## 13 Tools / Devices / Models and Other Items Provided by the PURCHASER

Any resources, tools, devices, models, etc. made available by the PURCHASER to the SUPPLIER for use are to be handled with care and returned in a perfect condition without any discussion when the order has been completed. Use by a third party and any use for other purposes than fulfillment of the PURCHASER's order are forbidden.

The items handed over are to be stored and maintained appropriately and insured by the SUPPLIER at his expense against any damage or loss, all with the diligence of a prudent businessman.

Items manufactured by the SUPPLIER, which were developed and designed by the SUPPLIER for the PURCHASER at PURCHASER'S expense, may only be sold to the PURCHASER, shall not be left to any third parties and cannot be used for advertising purposes by the SUPPLIER.

## 14 Material Procurement by the PURCHASER

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Materials made available to the SUPPLIER are and remain the property of the PURCHASER. The SUPPLIER waives acquisition of ownership in accordance with Article 726 of the Swiss Civil Code (CC). Such materials are to be stored in a clearly arranged manner and separately from other materials as the property of the PURCHASER, insured adequately against fire, water, theft and catastrophes at the expense of the SUPPLIER and must be used only appropriately.

Should the PURCHASER ask the SUPPLIER to return PURCHASER's materials, the SUPPLIER will make them readily available to the PURCHASER to take over within 10 (ten) working days as of PURCHASER's written request (by letter or e-mail). The PURCHASER will apply its best efforts not to ask for the return of such materials if they are still needed by the SUPPLIER for the fulfilment of the order towards the PURCHASER.

When a PURCHASER purchases a certain metal product or part, together with special tooling necessary to further produce such metal product or part, such a purchase shall entitle the PURCHASER to retain the purchased tooling without limitation and indefinitely, even if the SUPPLIER goes out of business due to bankruptcy or for any other reason. The PURCHASER shall further be entitled to make use and dispose of said tooling as he sees fit, including providing the tooling to another SUPPLIER to continue production of the metal product or part.

## 15 Transfer of ownership

All liens and encumbrances, clauses of reservation of title or other rights having, directly or indirectly, the effect of subordinating in any manner whatsoever the transfer of title of the products to be delivered to the full payment of the price are expressly excluded and the SUPPLIER waives any such rights which it might otherwise have.

## 16 Contractual Penalties

Agreed contractual penalties (penalties for non-performance) can be deducted by the PURCHASER, insofar as they are due, from the amount invoiced by the SUPPLIER or offset against the accounts receivable of the SUPPLIER.

## 17 Insurance Coverage

The SUPPLIER has to conclude and maintain a general and product liability insurance that covers all claims in connection with/associated with the services or products of the SUPPLIER. This insurance must cover a minimum of CHF 3 Mio. (three million) per event. Upon request, the SUPPLIER has to give evidence of the before-mentioned insurance coverage at least once a year. In addition, a transportation insurance has to be concluded by the SUPPLIER according to the delivery conditions. Further, the SUPPLIER shall conclude an environmental liability insurance.

The insurance protection must be maintained during the term of the contractual relationship with the PURCHASER and three years following its completion or termination. The insurance that SUPPLIER is required to maintain shall name PURCHASER as additionally insured.

## 18 Partial Invalidity

Should any provision of these GTCP be or become void or ineffective in full or in part, the remaining provisions shall be unaffected and will remain in effect. The provision that is void or ineffective in full or in part is to be replaced by a valid provision, which is as close as possible to the economic purpose of the void/ineffective provision.

## 19 Termination, Assignment

If a contract concluded is terminated by the PURCHASER, the PURCHASER will reimburse the SUPPLIER for the products and/or services delivered and accepted in accordance with the contract up until the receipt of the notice of termination, based on the partial delivery/partial service rendered. Claims for damages by the PURCHASER remain unaffected if the SUPPLIER is responsible for the circumstances that lead to the termination. In no event shall PURCHASER be responsible for loss of anticipated profit, nor shall reimbursement exceed the order value.

The SUPPLIER is not entitled to assign its claims against the PURCHASER and/or any rights or obligations under any contract concluded with the PURCHASER to third parties or to have them collected by third parties without the prior written consent of the PURCHASER, which may not be unreasonably withheld.

The SUPPLIER must inform the PURCHASER immediately of seizures, confiscations or other disposals by third parties with regard to the deliveries owed by the SUPPLIER or the materials/tools/devices/models let by the PURCHASER to the SUPPLIER for use.

## 20 Export Control and Customs

The SUPPLIER undertakes to observe and comply with all applicable export control and customs regulations up to the destination of the goods at its own cost and responsibility.

If the SUPPLIER violates this provision and if the PURCHASER is, therefore, unable to resell the goods, the PURCHASER is entitled to assert all direct and indirect damages incurred as a result, as well as other rights and claims to which it is legally entitled. This also applies if claims are asserted against the PURCHASER by a third party for damages.

## 21 Activities on the Premises of the PURCHASER

Insofar as the SUPPLIER or its employees work on the premises of the PURCHASER, they must comply with the house rules, assembly guidelines, construction site regulations and safety instructions available at PURCHASER'S premises or communicated verbally by the responsible persons on site.

If there are serious violations of occupational health and safety, the PURCHASER is entitled to terminate the contract if the SUPPLIER does not stop the violations immediately after warning.

## 22 Quality Assurance

Within the scope of its abilities, the SUPPLIER must use a type and scope of suitable, state-of-the-art, certified quality assurance management at least in line with the ISO-9001, and provide evidence thereof to the PURCHASER upon request. The SUPPLIER must keep regular records of quality checks it has carried out and make these available to the PURCHASER at short notice in the event of quality deviations. Content specified in a QAA between the parties takes precedence.

## 23 Disputes

The PURCHASER, and the SUPPLIER shall use their best efforts to resolve any dispute, controversy or claim arising out of or in relation to their mutual contract, including the validity, invalidity, breach or termination thereof, amicably through negotiation within 30 (thirty) days from one Party's written notice to the other Party. The written notice shall include a short description of the Party's claims, of the reasons for such claims and the claim amounts.

After expiration of the 30 (thirty) days, the Parties may submit the dispute, controversy or claim to mediation or they may decide to immediately submit it to arbitration (unless mediation is statutorily proscribed). The arbitration proceedings shall be in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date when the Notice of Arbitration was submitted in accordance with those Rules. The number of arbitrators shall be three, one selected by each of the Parties and the third one selected by the two arbitrators already elected. The seat of the arbitration shall be in Zurich, Switzerland, unless the parties agree otherwise. The arbitral proceedings shall be conducted in English, and the ruling be final and binding on both Parties.

Alternatively, the Parties may decide, after expiration of the 30 (thirty) days of unsuccessful negotiations, to submit their dispute, controversy or claim arising from or in connection with the contractual relationship between the SUPPLIER and PURCHASER to the jurisdiction of the ordinary courts. In case litigation is selected by the Parties, the exclusive place of jurisdiction will be Rapperswil SG, Switzerland. However, the PURCHASER will be entitled to sue the SUPPLIER at the general place of jurisdiction of the SUPPLIER or at any other permissible place of jurisdiction. If the PURCHASER decides that another member of its Group shall take possession of the SUPPLIER's delivery, then the place of jurisdiction for all disputes arising directly or indirectly from or in connection with a contractual relationship with the SUPPLIER is the place of business of the respective PURCHASER'S Group member.

## 24 Applicable law

These GTCP, all sale and supply agreements that are subject to these GTCP as well as any other legal relationships between SUPPLIER and PURCHASER or any disputes arising from orders from, or other agreements with the PURCHASER shall be subject to substantive Swiss laws, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980.

Rapperswil-Jona, 10 February 2025

Addendum to the General Terms and Conditions of Sale and Delivery

**In case of purchase orders placed by Weidmann in the USA (Weidmann Electrical Technology Inc.) the below stipulations shall apply additionally to the GTCP:**

Ad 4 - If there are no special written agreements, the agreed prices include the SUPPLIER's obligations in accordance with FCA Shipping Point (INCOTERMS 2020).  
\*FCA Shipping Point applies to each instance where the relevant parity is of consequence.

Ad 17 - The general and product liability insurance must cover a minimum of \$5 million per occurrence, automobile liability with a minimum combined single limit of \$1 million per occurrence, worker's compensation in an amount no less than the applicable statutory minimum requirement and employer's liability in an amount no less than \$1 million per occurrence.

Ad 23 – The second and third paragraphs of Article 23 of these GTCP are replaced by the following:

"After expiration of the 30 (thirty) days, the Parties shall submit the dispute, controversy or claim to mediation. If after 60 (sixty) days, agreement has not been reached through mediation, either Party may elect to either arbitrate the dispute or seek appropriate remedies at law and in equity. If a Party elects to arbitrate, the arbitration proceedings shall be in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in force on the date when the Demand for Arbitration was submitted in accordance with those Rules. The number of arbitrators shall be three, one selected by each of the parties and the third one selected by the two arbitrators already elected. The seat of the arbitration shall be in the State of Delaware, unless the parties agree otherwise. The arbitral proceedings shall be conducted in English, and the ruling be final and binding on both parties. In the event the parties elect to pursue remedies at law and in equity, the parties hereby submit to the jurisdiction of any Vermont state or federal court sitting in Vermont over any dispute, controversy, claim, action or proceeding arising out of or relating to this Agreement, and each party hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Vermont state or federal court."

Ad 24 - This Agreement shall be governed by the substantive laws of the State of Vermont, without regard to the conflicts of law rules thereof. The UN Convention on Contracts for the International Sale of Goods shall not apply to this Agreement